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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)
Petition of WorldCom, Inc. Pursuant)
to Section 252(e)(5) of the)
Communications Act for Expedited)
Preemption of the Jurisdiction of the)
Virginia State Corporation Commission)
Regarding Interconnection Disputes)
with Verizon-Virginia, Inc., and for)
Expedited Arbitration)

CC Docket No. 00-218

REBUTTAL TESTIMONY OF ARIEL W. SIGUA
(Issues IV-7 and IV-79)

Filed for Record 013

September 5, 2001

TABLE OF CONTENTS

Issues IV-7 and IV 79.....1

1 **Q. What was resolved pursuant to the mediation?**

2 A. Specifically, Verizon agreed (1) that WorldCom could use CAMA signaling
3 although there is a preference for SS7; (2) to provide CLLI codes by selective
4 router/tandem; and (3) to provide geographic information for the 911 tandems it operates
5 which will be sufficient for WorldCom to associate a given point on a map with a specific
6 911 tandem.

7
8 **Q. What is the modified contract language sent by WorldCom with respect to**
9 **911 trunking?**

10 A. The language which WorldCom forwarded to Verizon, including deletions and
11 additions that reflect the mediation sessions, and which WorldCom proposes is as
12 follows:

13 1.5 911 Trunking Arrangements

14 1.5.1 The Parties agree to provide access to 911/E911 in a manner that is
15 transparent to the Parties' customers. The Parties will work together to
16 facilitate the prompt, reliable, and efficient Interconnection of MCI's
17 systems to Verizon's 911/E911 platforms, with a level of performance that
18 will provide at least the same grade of service as that which Verizon
19 provides to itself, its customers, subsidiaries, Affiliates, or any third party.

20 1.5.2 The Parties shall establish a minimum of two dedicated trunks from
21 MCI's Central Office to each Verizon 911/E911 selective router (i.e.,
22 911 Tandem Office) that serves the areas in which MCI provides
23 Exchange Service, for the provision of 911/E911 services and for access to

1 all subtending PSAPs (911 Interconnection Trunk Groups). Verizon shall
2 provide the number of 911/Interconnection Trunk Groups as may be
3 ordered by MCIIm.

4 1.5.3 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level
5 trunks configured as a 2-wire analog interface or as part of a digital (1.544
6 Mbps) interface. The Parties shall use SS7 signalling on all 911/E911
7 trunks, unless Either configuration must use Centralized Automatic
8 Message Accounting (CAMA) type signaling with MF tones that will
9 deliver Automatic Number Identification (ANI) with the voice portion of
10 the call is specified by MCIIm, unless the 911/E911 selective router is SS7
11 capable, in which case MCIIm may require SS7 signaling. All 911
12 Interconnection Trunk Groups must be capable of transmitting and
13 receiving Baudot code necessary to support the use of
14 Telecommunications Devices for the Deaf (TTY/TDDs).

15 1.5.4 911 Interconnection Trunking Groups must be arranged to minimize the
16 likelihood of Central Office isolation due to cable cuts or other equipment
17 failures. Where there is an alternate means of transmitting a 911/E911 call
18 to a PSAP in the event of failures, Verizon shall make that alternate means
19 available to MCIIm. Verizon shall assign 911 Interconnection Trunk
20 Groups on diverse interoffice facilities where diverse routes are already
21 available or planned. Circuits must have interoffice, loop, and carrier
22 system diversity when this diversity can be achieved using existing
23 facilities. Circuits will be divided as equally as possible across available

1 carrier systems. Verizon shall periodically review the circuit design to
2 ensure that the diverse routing is maintained and rectify any diversity
3 inconsistencies or problems. At MCI's option, diversity will be
4 upgraded to utilize the highest level of diversity available in the network.

5 1.5.5 Verizon shall provide the selective routing of 911/E911 calls received from
6 MCI's Central Office. This includes forwarding MCI's customers'
7 ANIs and the selective routing of the call to the appropriate PSAP.
8 Verizon shall provide MCI with the appropriate CLLI codes and
9 specifications on a per selective router/tandem basis ~~regarding the selective~~
10 ~~router serving area~~, the 10-digit number of each PSAP, associated
11 addresses, and meet points in the network.

12 1.5.6 Verizon shall provide for overflow 911/E911 traffic to be routed to the
13 Verizon Operator Services platform or, at MCI's discretion, directly to
14 MCI Operator Services platform.

15 1.5.6.1 Verizon shall provide the 10-digit overflow/alternate number used
16 by the local PSAP, if available.

17 1.5.7 Verizon shall provide MCI with copies of selective routing boundary
18 maps showing the boundaries ~~around the outside of the set of exchange~~
19 ~~areas or Rate Centers~~ served by a selective router, with sufficient detail for
20 MCI to associate a given geographic location with a specific selective
21 router. Verizon shall also provide detailed written descriptions of, but not
22 limited to, the following information upon MCI's request:

1 1.5.7.1 Geographic boundaries of government entities, PSAPs and
2 exchanges, as necessary.

3 1.5.7.2 Verizon's Rate Centers and exchanges.

4 1.5.7.3 Documentation showing the correlation of Verizon's Rate Centers
5 to its 911/E911 Tandems.

6 1.5.7.4 Technical specifications for network interface, database loading
7 and maintenance.

8 1.5.8 Verizon shall continuously monitor equipment and circuits used for
9 911/E911 traffic. Monitoring of circuits must be done to the individual
10 trunk level. Monitoring must be conducted by Verizon for trunks between
11 the selective router and all associated PSAPs.

12 1.5.9 Verizon shall begin restoration of E911 or E911 trunking facilities
13 immediately upon notification of failure or outage. Verizon must provide
14 priority restoration of 911 Interconnection Trunks and networks outages
15 on the same terms and conditions it provides itself and without the
16 imposition of Telecommunications Service Priority (TSP). MCIm will be
17 responsible for the isolation, coordination, and restoration of all 911
18 network maintenance problems to the MCIm demarcation (e.g.,
19 collocation). Verizon will be responsible for the coordination and
20 restoration of all 911 network maintenance problems beyond the
21 demarcation (e.g. collocation). MCIm is responsible for advising Verizon
22 of the circuit identification when notifying Verizon of a failure or outage.
23 The Parties agree to work cooperatively and expeditiously to resolve any

1 911/E911 outage. Verizon will refer network trouble to MCIIm if no
2 defect is found in Verizon's network. The Parties agree that 911/E911
3 network problem resolution will be managed in an expeditious manner at
4 all times.

5 1.5.10 Verizon shall begin repair service immediately upon report of a
6 malfunction. Repair service includes, but is not limited to, testing and
7 diagnostic service from a remote location and dispatch, or in-person
8 visit(s), of personnel. Where an on-site technician is determined to be
9 required, a technician will be dispatched without delay.

10 1.5.11 Each ALI discrepancy report shall be jointly researched by Verizon and
11 MCIIm. Corrective action shall be taken promptly by the responsible
12 Party.

13 1.5.12 Subject to mutual agreement, Verizon shall provide MCIIm with written
14 technical specifications for network interfaces, and technical specifications
15 for database loading and maintenance pursuant to NENA Standards.

16 1.5.13 Verizon shall identify special routing arrangements to complete 911 calls.
17 Verizon shall identify any special operator-assisted calling requirements to
18 support 911.

19
20 **Q. Why should the Commission adopt this language?**

21 A. The proposed language is very detailed. In an area dealing with public safety, it is
22 particularly important to have detailed specifications of the rights and obligations of the
23 parties.

1 **Q. Why do you refer to agreements which were reached during the mediation?**

2 A. Verizon has not responded to the revised contract language noted above, and has
3 given WorldCom every indication that the only remaining unresolved question is related
4 to WorldCom's access to the PSAP numbers.

5

6 **Q. What has Verizon said with respect to the provision of 911 trunking?**

7 A. Verizon's testimony with respect to Issues IV-7 and IV-79 acknowledges that
8 mediation occurred but Verizon then goes on to propose the exact same contract language
9 included in its template, as though no discussion of 911 trunking had happened during the
10 mediation. Verizon's testimony reiterates that "The factual basis for Verizon VA's
11 opposition to WorldCom's 911 proposal can be found in Verizon VA's response to Issue
12 IV-79 in Exhibit A to Verizon VA's Answer to WorldCom, Cox, and AT&T Requests for
13 Arbitration, filed with the Commission on May 31, 2001." Direct Testimony of Kay
14 Schneider, Maryellen Langstine, Hope Galunas, William H. Green, 10-11 (August 17,
15 2001). Moreover, Verizon's testimony makes no mention of the language set forth above
16 and which was sent to Verizon on August 1 to memorialize agreements which seemed to
17 have been reached during the mediation. Verizon has reverted to the position it filed in
18 May, prior to the mediation without even acknowledging the progress that the parties
19 made during mediation.

1 **Q. What is WorldCom’s response to Verizon’s reliance on its original template**
2 **on these issues?**

3 A. WorldCom is dismayed. Verizon’s reversion to its original template is not in the
4 spirit of cooperation. The parties have reached agreement on all but one of the questions
5 in dispute before mediations. Practically, at the very least, it simply makes no sense to
6 ignore the inroads that the parties have made on these issues.

7
8 **Q. Other than arguing for its template contract terms in spite of the mediation,**
9 **does Verizon’s testimony address any substantive 911 issues?**

10 A. Yes. Verizon’s testimony does address the one question which was not resolved
11 during the mediation – whether Verizon should provide to WorldCom the 10-digit
12 alternate/overflow number used by PSAPs for handling 911 calls during system outages.
13 Contract language addressing this issue is set forth above in bold text.

14
15 **Q. Why does WorldCom need the 10-digit alternate/overflow number used by**
16 **PSAPs?**

17 A. WorldCom needs these numbers so that it knows where to route 911 calls in the
18 event a 911 trunk fails. Without these ten digit numbers, WorldCom will not know how
19 to route a 911 call in the event of a 911 trunk failure.

20
21 **Q. Why should Verizon provide these numbers?**

22 A. As I indicated in my Direct Testimony, obtaining the numbers from Verizon is the
23 best method available for insuring that WorldCom receives the correct number in a

1 timely fashion. WorldCom does try to obtain the numbers from the PSAPs directly but it
2 is frequently difficult to obtain them this way due to staffing problems at the PSAPs.
3 Moreover, Verizon has a unique relationship with the PSAPs due to its day to day
4 operation of the 911 system. Verizon is in the best position to provide notice of 10-digit
5 number changes and network connectivity information to WorldCom.

6
7 **Q. Verizon VA asserts that if it voluntarily provides the 10-digit number to**
8 **WorldCom, other CLECs could opt-in to the agreement and force the same**
9 **responsibility on other Verizon entities. Please comment on this.**

10 A. Because Verizon will not voluntarily agree to this, the concern expressed by
11 Verizon is mooted. If the Commission directs Verizon to provide the 10-digit number (as
12 opposed to Verizon agreeing to do so), the concern Verizon expresses is resolved. The
13 obligation to provide the 10-digit number can not be exported to other States under the
14 GTE/Bell Atlantic merger conditions if Verizon is directed to provide the numbers.

15
16 **Q. Verizon also asserts that some PSAP coordinators do not want Verizon to**
17 **release the 10-digit number to other carriers. Please comment on this.**

18 A. There are several points to be made. First, if Verizon obtains the 10-digit number
19 but no other carrier is entitled to it, this seems to be discriminatory. Second, public safety
20 is impaired to the extent that only Verizon has the 10-digit number. Third, the
21 Commission should be aware that some PSAPs express this concern because some
22 CLECs will begin providing service in a community without making themselves known
23 to the PSAP. The PSAPs are rightly concerned about this situation where it occurs.

1 Therefore, in order to accommodate this concern WorldCom will agree that it will make
2 itself known to the local PSAP coordinator. This should satisfy the concern which has
3 been expressed.

4
5 **Q. Verizon also alludes to liability if it provides the 10-digit overflow/alternate**
6 **number to WorldCom. Please comment on this.**

7 A. There are several responses. First, it should be borne in mind that provision of the
8 10-digit overflow/alternate number will enhance public safety. Second, Verizon's
9 allusion to liability suggests that it is exposed to potential liability if it provides an
10 overflow/alternate number which allows emergency calls to be completed. It seems more
11 likely that a risk of liability might exist if Verizon's actions (such as withholding the
12 overflow/alternate number) prevented the completion of an emergency call. Third, the
13 liability for releasing the number should be far less than the liability which could occur if
14 an emergency call does not go through because Verizon withheld the 10-digit number.
15 Fourth, while I am not a lawyer, it seems that Verizon's concern regarding liability for
16 disclosing the 10-digit number should be lessened if it provides the number only because
17 it was directed to do so by the Commission, rather than voluntarily. It is also my
18 understanding that during the mediation, WorldCom indicated that an express limitation
19 of liability provision could be included in the Agreement, if the Commission feels it is
20 necessary.

1 **Q. Do you have any other comments regarding Verizon's argument that some**
2 **PSAP coordinators do not want Verizon to release the 10-digit overflow/alternate**
3 **number?**

4 A. Yes. Some public safety agencies want emergency calls to overflow to the 10-
5 digit number automatically. The opinion cited by Verizon is not universally held.

6 Second, to the extent that certain CLECs might misuse the 10-digit number as the
7 primary emergency call route, the appropriate remedy is not to withhold this back-up
8 safety number from WorldCom. Any potential deviation from normal 911 connectivity
9 by certain CLECs would probably be a violation of State law which the SCC (or other
10 PUCs) and safety officials should address with the offending CLEC, if any. WorldCom
11 will use the overflow/alternate number as it is intended to be used and will enhance
12 public safety as a result.

13

14 **Q. Does this conclude your testimony?**

15 A. Yes.

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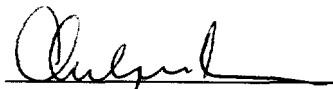
AFFIDAVIT OF ARIEL W. SIGUA

The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Ariel W. Sigua, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.


Ariel W. Sigua

Subscribed and Sworn to before me this
5th day of September, 2001.


Notary Public

CHARIMONIQUE JAMELLE LEWIS
NOTARY PUBLIC COMMONWEALTH OF VIRGINIA
My Commission Expires December 31, 2003